

 <p>Information Dynamics 345 Broad Street, Suite 100 Elyria, OH 44035</p>	Federal Supply Group	Group 70 – Information Technology	
	Contract #	GS-35F-0247U	
	Contract Period	2-11-2008 through 2-10-2013	
	Business Size	Small Business, Woman Owned	
<i>Architecting Strategy, Business, and Technology for the Enterprise</i>		Terms	Net 30
<p><i>Core Expertise:</i></p> <ul style="list-style-type: none"> <i>Strategic Planning</i> <i>Enterprise Architecture</i> <i>IT Architecture</i> <i>Training</i> 			Reserved
		Point of Contact	Robert Stauffer, President (440) 725-3194 (440) 328-3210 (FAX) rstauffer@information-dynamics.com
<p><i>FEA Certified Enterprise Architects</i> <i>PMI Certified Project Managers</i></p>		<p>www.information-dynamics.com</p>	

Company Overview:

Information Dynamics provides leadership and delivers innovative solutions in IT strategic planning, enterprise, architecture, business case analysis, and business process reengineering to a growing and diverse base of Federal agencies and commercial organizations. Our integrated strategies facilitate business and IT transformations that improve overall core mission performance. These outcomes are made explicit through transition strategies, IT modernization blueprints, managed investments, capital planning, standards, and governance.

Table of Awarded Special Item Numbers

132-150 Training Courses for Information Technology Equipment and Software (FPDS Code U012)

Information Dynamics provides one-, two-, three-, and five-day training for executives in Enterprise Architecture, Performance Reference Model and Linkage to Strategic Plans, and Technical Architectures. These classes can be tailored to address specific customer needs. The five-day classes have numerous in-class exercises to help participants apply theory to the reality of their work environment.

132-151 Information Technology (IT) Professional Services

FDPS Code D301 - IT Facility Operation and Maintenance

Information Dynamics provides several operations and maintenance services, including developing disaster recovery and business continuity plans; documenting accounting systems; software and system support; contact management, and data conversion. Other services include system analysis for existing systems and processes; and gathering call

center statistics, including measuring communicator performance and productivity, and utilizing individual program frequency tables, distribution tables, analysis of variance techniques

FPDS Code D302 – IT Systems Development Services

Information Dynamics provides services to assist our clients in planning, initiating, managing, executing, and closing out mission-oriented business programs and projects. Services included are: project leadership and communications with stakeholders; project planning and scheduling; performance monitoring and measurement; reporting and documentation associated with project/program objectives; stakeholder briefings, participation in required meetings, and related project support services; program integration services; and project close-out services.

FPDS Code D306 – IT Systems Analysis Services

Information Dynamics provides services to assist our clients in Agency-wide cataloging and assessment of IT system components. Services include the creation of IT governance programs and processes using executive, principal, and technical review boards for evaluation of proposed IT solutions; modeling and maintenance of business models illustrating the relationship among an agency's strategic plan, core business process, and the IT systems supporting that process, including human resources, property, security, and financial environments. This service also includes enterprise-wide strategic IT analysis, IT architectural design, IT policy and procedure formulation, IT investment planning, IT solution integration planning, and development of studies, plans, business cases, reports, and methodologies as they relate to the management of an agency's Information Technology environment

Information Dynamics also provides survey services to assist our clients in all phases of discovery activities. These include survey planning, design, and development; determining survey data collection methodologies; pretest/pilot surveying; assessing reliability and validity of data; administering surveys; providing survey database administration; analyses of quantitative and qualitative survey data; production of reports related to the survey; and briefings of results, recommendations and follow-on actions.

FPDS Code D308 – Programming Services

Information Dynamics provides development of web-based applications integrated with warehoused databases. This includes building database-driven company websites with server-side scripting and DHTML, developing specific project websites for federal agencies, and deploying secure, Linux-based corporate servers for hosting web services (e.g. website, email, project management, and timesheet applications).

FPDS Code D311 – IT Data Conversion Services

Information Dynamics provides data repository application, customizing Information Technology Portfolio Manager (ITPM), to meet agency requirements. This service includes managing users, configuration, and security for data warehouses or repositories; providing client support and recommendations for data warehousing and repository functions;

maintaining agency-customized data warehouses; managing all major upgrades to data warehouses or repositories; and porting agency data from one repository vendor or toolset to another.

FDPS Code D399 – Other Information Technology Services, Not Elsewhere Classified

Enterprise Architecture - Information Dynamics uses enterprise architecture methods to help our clients architect the business of their agency or enterprise. We use strategic planning to help executives conduct program plans, assessments, and evaluations to organize, structure functions, re-engineer processes, augment policies, and manage investments to achieve business results that improve mission performance.

Facilitation Services - Information Dynamics provides a variety of facilitation solutions to fit our clients' unique collaborative objectives. Solutions include team building, dispute resolution, icebreakers, and focus groups. Our services range from planning, implementation, to post-implementation activities (documentation, debriefing, and follow-up). Information Dynamics' facilitators use a consistent approach while maintaining focus on client goals throughout the process, so that results are both meaningful and useful.

Special Studies and Reports: Information Dynamics provides a variety of special studies and reports capabilities including industry and federal EA benchmarking, analysis of industry and federal model comparisons, comparing and analyzing project specific tools, gathering and documenting industry expert analysis, and writing after-action reports for events and incidents

SIN 132-50 – Pricing for Training Courses

Class Name / Description	Duration	GSA Class Pricing
<p>Enterprise Architecture (EA) for Executives</p> <p>A one-day introduction to executives provides:</p> <ul style="list-style-type: none"> • An historical context of EA • An understanding of the emerging and existing EA frameworks • The relationship of EA with strategic planning • Understanding of Baseline and Target architectures • Success criteria for implementing EA • An EA implementation methodology • Performance metrics for measuring program success • An overview of the Federal Enterprise Architecture. 	<p>1 day</p> <p>On Customer Site</p>	<p>\$2,468.38</p>

Class Name / Description	Duration	GSA Class Pricing
<p>Enterprise Architecture (EA) for Executives</p> <p>All content from the one-day class, plus:</p> <ul style="list-style-type: none"> • Framework basics • Taxonomies and use of different frameworks and approaches • Planning for architecture development and use • EA planning and governance • Applying reference models <p>This class can be highly customized to address the specific needs of the customer organization. The three-day course has numerous in-class exercises to help participants apply theory to the reality of their work environment..</p>	<p>3 day</p> <p>Off Site training location</p>	<p>\$14,810.25</p>

Class Name / Description	Duration	GSA Class Pricing
<p>Performance Reference Model & Linkage to Strategic Plans</p> <p>Provides Chief Architects and Enterprise Architecture practitioners with the skills, knowledge, and tools they need to understand the Federal Enterprise Architecture (FEA) Performance Reference Model (PRM).</p> <p>Class participants learn:</p> <ul style="list-style-type: none"> • To identify objective quantitative and qualitative FEA PRM performance metrics to address mission and business results, customer results, processes, and technology • How to link PRM performance metrics to Agency strategic plans and OMB Exhibit 300 business cases to monitor project implementation and conduct post implementation reviews • How to link performance metrics to business processes and portfolio assets for trend analysis and planning <p>Technical Architectures</p> <p>Provide Chief Architects and Enterprise Architecture practitioners with the skills, knowledge, and tools they need to understand, develop, design, and deploy mission focused technical architectures aligned with the Federal Enterprise Architecture Program Management Office (FEAPMO) EA Reference Models.</p> <p>The course equips participants with:</p> <ul style="list-style-type: none"> • An understanding of the need for technical architectures • The context in which they are used • How technical architectures can be tailored to varying organizational needs • Development of effective technical architectures • Strategies for continual improvement of technical architectures 	<p style="text-align: center;">2 day</p> <p style="text-align: center;">On Customer Site</p>	<p style="text-align: center;">\$4,936.75</p>

Class Name / Description	Duration	GSA Class Pricing
<p>Enterprise Architecture (EA) for Executives</p> <p>All content from the one and three-day class, plus:</p> <ul style="list-style-type: none"> • Best practices for implementing EA • EA modeling tools • Capital planning and investment control • Portfolio management • EA implementation and integration. <p>All classes can be tailored to address the specific needs of the customer organization. The five-day classes have numerous in-class exercises to help participants apply theory to the reality of their work environment.</p>	<p>5 day</p> <p>Off Site training location</p>	<p>\$24,683.75</p>

SIN 132-51– Pricing for Information Technology (IT) Professional Services

Title/Level	GSA Hourly Rate
Program Manager	\$138.76
Project Manager	\$129.56
Strategic Planner	\$134.10
Senior Subject Matter Expert	\$174.63
Subject Matter Expert	\$107.34
Principal Consultant	\$138.76
Senior Consultant	\$107.18
Consultant	\$ 76.75
Analyst	\$ 49.34
Project Coordinator	\$ 45.47
Administrative Support	\$ 42.57
Training Specialist	\$ 74.05
Software Engineer	\$ 70.58
Junior Applications Programmer	\$ 57.08

INFORMATION DYNAMICS LABOR DESCRIPTIONS

LABOR CATEGORY #1 - Program Manager

Education and General Experience:

- A Bachelor's degree in Computer Science, Information Systems Engineering, Math, Physical Science, or other technically related discipline
- This position requires twelve years experience

Specialized experience includes:

- Project development from inception to deployment
- Expertise in the management and control of funds and resources using complex reporting mechanisms
- Demonstrated capability in managing multi-task contracts and/or subcontracts of various types and complexity
- General experience includes increasing responsibilities in the full life cycle management of major information systems, from design through sustaining operations

Functional Responsibility:

- Serves as the Contractor's single contract manager
- Shall be the Contractor's authorized interface with the
 - Government Contracting Officer (CO)
 - Contract level Contracting Officer's Representative (COR)
 - Government management personnel
 - Customer agency representatives
- Responsible for:
 - Formulating and enforcing work standards
 - Assigning contractor schedules
 - Reviewing work discrepancies
 - Supervising contractor personnel and communicating policies, purposes, and goals of the organization to subordinates
 - Overall contract performance

LABOR CATEGORY #2 – Project Manager

Education and General Experience:

- A Bachelor's degree in Computer Science, Information Systems Engineering, Business, Math, Physical Science, or other technically related discipline
- Requires a minimum of eight years experience, of which at least five years must be specialized

Specialized experience includes:

- IT project development from inception to deployment
- Expertise in the management and control of funds and resources using complex reporting mechanisms
- Demonstrated capability in managing multi-task contracts and/or subcontracts of various types, and complexity
- General experience includes increasing responsibilities in information systems design and/or management

Functional responsibility:

- Serves as the project manager for a large, complex task order (or a group of task orders affecting the same common/standard/migration system)
- Assists the Program Manager in working with:
 - Government Contracting Officer (CO)
 - Contract-level Contracting Officer's Representative (COR)
 - Task order level COR(s)
 - Government management personnel and customer agency representatives
- Under the guidance of the Program Manger:
 - Responsible for the overall management of the specific task order(s)
 - Ensures that the technical solutions and schedules in the task order are implemented in a timely manner
- Performs enterprise wide horizontal integration planning and interfaces to other functional systems

LABOR CATEGORY #3 – Strategic Planner

Education and General Experience:

- A Bachelor's degree in Computer Science, Information Systems Engineering, Math, Physical Science, or other related discipline
- Requires a minimum of fifteen years experience of which a minimum of ten years must be specialized in strategic planning, requirements analysis, process re-engineering, functional requirements development, or organization redesign.

Specialized Experience/Areas of Expertise:

- Regarded as an expert or highly competent in the field of endeavor and have facilitated
 - Strategic Planning
 - Design and development of governing IT policies, programmatic issues, and/or technology
- Experienced in providing consultant services to:
 - Government and/or industry executives
 - Program managers
 - Engineers
 - Technical staff at all levels in the sub-discipline are of specialty/expertise
- Expert at review, definition, assessment, analysis, evaluation, design, and development of:
 - Systemic policies
 - Program initiatives
 - Technology advancements for implementing enhancements to business and technical practices

Functional responsibility:

- Proficient at developing comprehensive databases to:
 - Benchmark current practices
 - Identify trend information
 - Formulate forecasts for further evaluation

LABOR CATEGORY #4 – Senior Subject Matter Expert

Education and General Experience:

- A Bachelor's degree in Computer Science, Information Systems, Engineering, Math, Science or other technically related discipline
- Ten years within the last fifteen years of intensive and progressive experience in the individual's fields of study and specialization
- Five years of specialized experience functional and Information Technology analysis/programming of subject matter closely related to the work to be automated.

Specialized Experience/Areas of Expertise:

- Includes a broad spectrum of expertise in a variety of aspects of the field of expertise (i.e., a Principal Technology Specialist should have full life cycle experience supporting analysis/programming of subject matter closely related to the work to be automated.
- Augments or direct project teams as an expert in the subject matter field

Functional Responsibility:

- Provides high level function and FIP systems analysis, design, integration, documentation, and implementation advice on exceptionally complex studies, which require an expert knowledge of the subject matter for effective problem solution
- Participates in all phases of study development with emphasis on the planning, analysis, documentation, and presentation phases
- Applies higher level mathematical principles and methods to exceptionally difficult and narrowly defined technical problems in engineering and other physical sciences to arrive at automated solutions
- Reviews and approves the design and preparation of technical documentation and reports
- Prepares and delivers senior management presentations and briefings as required by the task order
- May serve as a Task Leader, responsible for ensuring the quality and timeliness of services delivered

LABOR CATEGORY #5 – Subject Matter Expert

Education and General experience:

- A Bachelor's degree in Computer Science, Information Systems, Engineering, Math, Science or other technically related discipline
- Eight years within the last twelve years of intensive and progressive experience in the individual's field of study and specialization
- Four years of specialized experience within the last six calendar years of intensive and progressive experience in functional and information technology analysis/programming of subject matter closely related to the work to be automated

Specialized Experience/Areas of Expertise:

- Includes a broad spectrum of expertise in a variety of aspects of the field of expertise (i.e., a Senior Technology Specialist should have experience supporting requirements analysis, systems design, maintenance, and sustaining engineering)

Functional Responsibility:

- May augment or direct project teams
- Provides high level functional and policy analysis, design integration, documentation, and implementation advice on exceptionally complex studies, which require an expert knowledge of the subject matter for effective problem solution
- Participants in all phases of study development with emphasis on the planning, analysis, documentation, and presentation phases
- Applies higher level mathematical principles and methods to engineering and other physical sciences to arrive at automated solutions
- Oversees the design and preparation of technical reports and related documentation
- Prepares and delivers senior management presentations and briefings as required by the task order
- May serve as a Task Leader, responsible for ensuring the quality and timeliness of services delivered

LABOR CATEGORY #6 – Subject Matter Expert

Education and General Experience:

- A Bachelor's degree in Computer Science, Information Systems, Engineering, Math, Science or other technically related discipline
- Ten years within the last fifteen years of intensive and progressive experience in the individual's field of study and specialization

Specialized Experience/Areas of Expertise:

- Analysis and design of business applications on complex systems for large scale computers, data base management, use of 4GL or later programming languages and/or DBMS
- Knowledge of current storage and retrieval methods and demonstrated ability to formulate specifications for computer programmers to use in coding, testing, and debugging of software programs

General experience includes:

- Increasing responsibilities in assignments of a technical nature
- Proven ability to work independently or under only general direction on complex application problems involving all phases of systems analysis is required.

Functional Responsibility:

- Provides technical and administrative direction for personnel performing software development tasks, including the review of work products for correctness, adherence to the design concept and to user standards, and for progress in accordance with schedules
- Coordinates with the Project and/or Program Manager to ensure problem solution and user satisfaction
- Makes recommendations, if needed, for approval of major systems installations
- Prepares milestone status reports and deliveries/presentations on the system concept to colleagues, subordinates, and end user representatives
- Provides daily supervision and direction to support staff

LABOR CATEGORY #7 –Senior Consultant

Education and General experience:

- A Bachelor's degree in computer Science, Information Systems, Engineering, Math, Science or other technically related discipline or equivalent
- Minimum of eight years experience, of which at least six years must be specialized.
- Must demonstrate the ability to work independently or under only general direction

Specialized Experience/Areas of Expertise

- Information systems development, functional and data requirements analysis, systems analysis and design programming, program design and documentation preparation.
- Demonstrated experience in the implementation of information engineering projects
- Systems analysis, design and programming using CASE and IE tools and methods, systems planning, business information planning, and business analysis.

Functional Responsibility:

- Applies business process improvement practices to re-engineer methodologies/principles and business process modernization projects.
- Applies, as appropriate, activity and data modeling, transaction flow analysis, internal control and risk analysis and modern business methods and performance measurement techniques
- Assists in establishing standards for information systems procedures
- Develops and applies organization-wide information models for use in designing and building integrated, shared software and database management systems.
- Constructs sound, logical business improvement opportunities consistent with corporate Information Management guiding principles, cost savings, and open systems architecture objectives.
- Provides daily supervision and direction to staff

LABOR CATEGORY #8 – Consultant

Education and General experience:

- A Bachelor's degree in computer Science, Information Systems, Engineering, Math, Science or other technically related discipline or equivalent
- A minimum of two years experience in administrating LINUX, Windows, or Macintosh environments and/or legacy systems
- Operations experience on a large-scale computer system or a multi-server local area network.

Functional Responsibility:

- Supervises and manages the daily activities of configuration and operation of business systems, which may be mainframe, mini, or client/server based.
- Optimizes system operation and resource utilization, and performs system capacity analysis and planning.
- Assists users in accessing and using business systems

LABOR CATEGORY #9 – Analyst

Education and General experience:

- A High School diploma with a minimum of three years experience, of which at least two years must be specialized.
- Specialized experience in project coordination across multi-disciplinary teams
- Works with limited supervision and direction
- Required to use judgment and initiative in problem solving

Functional Responsibility:

- Drafts web page content based on interviews and other data provided
- Utilizes web page authoring system(s) to create layouts and coding
- Applies HTML, JavaScript, ActiveX, and other state-of-the art tools to create dynamic web page designs

LABOR CATEGORY #10 – Project Coordinator

Education and General experience:

- A High School diploma with a minimum of two years experience
- Works with limited supervision and direction
- Required to use judgment and initiative in problem solving

Functional Responsibility:

- Assists in the preparation of management plans, project plans, and reports
- Coordinates schedules to facilitate completion of proposals, contract deliverables, task order review, briefing/presentations, and IPR preparation
- Performs analysis, development, and review of program administrative operating procedures

LABOR CATEGORY #11 – Administrative Support

Education and General experience:

- A high school diploma is a minimum requirement.
- Possess word processing and general office skills.
- A minimum of one year of office experience in an information technology environment

Functional Responsibility:

- Performs high level of secretarial work under the general supervision of manager
- Types and proofreads correspondence, reports, and documentation
- Maintains filing system for department
- Answers telephones, responds to routine questions/requests, greets visitors, schedules meetings, mail distribution, and makes travel arrangements

SPECIAL INSTRUCTIONS:

Payment Information:

Information Dynamics accepts credit cards for payments equal to or less than the micro-purchase threshold for oral or written delivery orders. Credit cards will be acceptable for payment above the micro-purchase threshold. In addition, bank account information for wire transfer payments will be shown on the invoice. The following telephone number(s) can be used by ordering activities to obtain technical and/or ordering assistance:
(440) 725-3194

Statcal Data for Government Ordering Office Completion Of Standard Form 279:

- Block 9: G. Order/Modification Under Federal Schedule
- Block 16: Data Universal Numbering System (DUNS) Number: 94-398-0326
- Block 30: Type of Contractor - Other Small Business
- Block 31: Woman-Owned Small Business - **Yes**
- Block 36: Contractor's Taxpayer Identification Number (TIN): 34-181-2795
- 4a. CAGE Code: 1TX67
- 4b. Contractor has registered with the Central Contractor Registration Database.

Delivery Schedule

Information Dynamics shall deliver to destination within the number of calendar days after receipt of order (ARO), as set forth below:

SPECIAL ITEM NUMBER	DELIVERY TIME (Days ARO)
132-50	Upon task order
132-51	Upon task order

URGENT REQUIREMENTS: When the Federal Supply Schedule contract delivery period does not meet the bona fide urgent delivery requirements of an ordering activity, ordering activities are encouraged, if time permits, to contact the Contractor for the purpose of obtaining accelerated delivery. The Contractor shall reply to the inquiry within 3 workdays after receipt. (Telephonic replies shall be confirmed by the Contractor in writing.) If the Contractor offers an accelerated delivery time acceptable to the ordering activity, any order(s) placed pursuant to the agreed upon accelerated delivery time frame shall be delivered within this shorter delivery time and in accordance with all other terms and conditions of the contract.

- 7. DISCOUNTS:** Prices shown are NET Prices; Basic Discounts have been deducted.
 - a. Prompt Payment: Net 30 days from receipt of invoice or date of acceptance.
 - b. Quantity
 - c. Dollar Volume
 - d. Government Educational Institutions

- e. Other

8. TRADE AGREEMENTS ACT OF 1979, as amended:

All items are U.S. made end products, designated country end products, Caribbean Basin country end products, Canadian end products, or Mexican end products as defined in the Trade Agreements Act of 1979, as amended.

9. STATEMENT CONCERNING AVAILABILITY OF EXPORT PACKING:

10. Small Requirements: The minimum dollar value of orders to be issued is \$100.00.

11. MAXIMUM ORDER (All dollar amounts are exclusive of any discount for prompt payment.)

- a. The Maximum Order value for the following Special Item Numbers (SINs) is \$500,000:
Special Item Number 132-51 - Information Technology (IT) Professional Services
- b. The Maximum Order value for the following Special Item Numbers (SINs) is \$25,000:
Special Item Number 132-50 - Training Courses

12. ORDERING PROCEDURES FOR FEDERAL SUPPLY SCHEDULE CONTRACTS

Ordering activities shall use the ordering procedures of Federal Acquisition Regulation (FAR) 8.405 when placing an order or establishing a BPA for supplies or services. These procedures apply to all schedules.

- a. FAR 8.405-1 Ordering procedures for supplies, and services not requiring a statement of work.
- b. FAR 8.405-2 Ordering procedures for services requiring a statement of work.

13. FEDERAL INFORMATION TECHNOLOGY/TELECOMMUNICATION STANDARDS REQUIREMENTS: ordering activities acquiring products from this Schedule must comply with the provisions of the Federal Standards Program, as appropriate (reference: NIST Federal Standards Index). Inquiries to determine whether or not specific products listed herein comply with Federal Information Processing Standards (FIPS) or Federal Telecommunication Standards (FED-STDS), which are cited by ordering activities, shall be responded to promptly by the Contractor.

13.1 FEDERAL INFORMATION PROCESSING STANDARDS PUBLICATIONS (FIPS PUBS): Information Technology products under this Schedule that do not conform to Federal Information Processing Standards (FIPS) should not be acquired unless a waiver has been granted in accordance with the applicable "FIPS Publication." Federal Information

Processing Standards Publications (FIPS PUBS) are issued by the U.S. Department of Commerce, National Institute of Standards and Technology (NIST), pursuant to National Security Act. Information concerning their availability and applicability should be obtained from the National Technical Information Service (NTIS), 5285 Port Royal Road, Springfield, Virginia 22161. FIPS PUBS include voluntary standards when these are adopted for Federal use. Individual orders for FIPS PUBS should be referred to the NTIS Sales Office, and orders for subscription service should be referred to the NTIS Subscription Officer, both at the above address, or telephone number (703) 487-4650.

13.2 FEDERAL TELECOMMUNICATION STANDARDS (FED-STDS): Telecommunication products under this Schedule that do not conform to Federal Telecommunication Standards (FED-STDS) should not be acquired unless a waiver has been granted in accordance with the applicable "FED-STD." Federal Telecommunication Standards are issued by the U.S. Department of Commerce, National Institute of Standards and Technology (NIST), pursuant to National Security Act. Ordering information and information concerning the availability of FED-STDS should be obtained from the GSA, Federal Acquisition Service, Specification Section, 470 East L'Enfant Plaza, Suite 8100, SW, Washington, DC 20407, telephone number (202)619-8925. Please include a self-addressed mailing label when requesting information by mail. Information concerning their applicability can be obtained by writing or calling the U.S. Department of Commerce, National Institute of Standards and Technology, Gaithersburg, MD 20899, telephone number (301)975-2833.

14. CONTRACTOR TASKS / SPECIAL REQUIREMENTS (C-FSS-370) (NOV 2001)

(a) Security Clearances: The Contractor may be required to obtain/possess varying levels of security clearances in the performance of orders issued under this contract. All costs associated with obtaining/possessing such security clearances should be factored into the price offered under the Multiple Award Schedule.

(b) Travel: The Contractor may be required to travel in performance of orders issued under this contract. Allowable travel and per diem charges are governed by Pub .L. 99-234 and FAR Part 31, and are reimbursable by the ordering agency or can be priced as a fixed price item on orders placed under the Multiple Award Schedule. The Industrial Funding Fee does NOT apply to travel and per diem charges.

NOTE: Refer to FAR Part 31.205-46 Travel Costs, for allowable costs that pertain to official company business travel in regards to this contract.

(c) Certifications, Licenses and Accreditations: As a commercial practice, the Contractor may be required to obtain/possess any variety of certifications, licenses and accreditations for specific FSC/service code classifications offered. All costs associated with obtaining/possessing such certifications, licenses and accreditations should be factored into the price offered under the Multiple Award Schedule program.

(d) Insurance: As a commercial practice, the Contractor may be required to obtain/possess insurance coverage for specific FSC/service code classifications offered. All

costs associated with obtaining/possessing such insurance should be factored into the price offered under the Multiple Award Schedule program.

- (e) Personnel: The Contractor may be required to provide key personnel, resumes or skill category descriptions in the performance of orders issued under this contract. Ordering activities may require agency approval of additions or replacements to key personnel.
- (f) Organizational Conflicts of Interest: Where there may be an organizational conflict of interest as determined by the ordering agency, the Contractor's participation in such order may be restricted in accordance with FAR Part 9.5.
- (g) Documentation/Standards: The Contractor may be requested to provide products or services in accordance with rules, regulations, OMB orders, standards and documentation as specified by the agency's order.
- (h) Data/Deliverable Requirements: Any required data/deliverables at the ordering level will be as specified or negotiated in the agency's order.
- (i) Government-Furnished Property: As specified by the agency's order, the Government may provide property, equipment, materials or resources as necessary.
- (j) Availability of Funds: Many Government agencies' operating funds are appropriated for a specific fiscal year. Funds may not be presently available for any orders placed under the contract or any option year. The Government's obligation on orders placed under this contract is contingent upon the availability of appropriated funds from which payment for ordering purposes can be made. No legal liability on the part of the Government for any payment may arise until funds are available to the ordering Contracting Officer.

15. CONTRACT ADMINISTRATION FOR ORDERING ACTIVITIES: Any ordering activity, with respect to any one or more delivery orders placed by it under this contract, may exercise the same rights of termination as might the GSA Contracting Officer under provisions of FAR 52.212-4, paragraphs (l) Termination for the ordering activity's convenience, and (m) Termination for Cause (See C.1.)

16. GSA ADVANTAGE!

GSA Advantage! is an on-line, interactive electronic information and ordering system that provides on-line access to vendors' schedule prices with ordering information. GSA Advantage! will allow the user to perform various searches across all contracts including, but not limited to:

- (1) Manufacturer;
- (2) Manufacturer's Part Number; and
- (3) Product categories.

Agencies can browse GSA Advantage! by accessing the Internet World Wide Web utilizing a browser (ex.: NetScape). The Internet address is <http://www.fss.gsa.gov/>.

17. PURCHASE OF OPEN MARKET ITEMS

NOTE: Open Market Items are also known as incidental items, noncontract items, non-Schedule items, and items not on a Federal Supply Schedule contract. ODCs (Other Direct Costs) are not part of this contract and should be treated as open market purchases. Ordering Activities procuring open market items must follow FAR 8.402(f).

For administrative convenience, an ordering activity contracting officer may add items not on the Federal Supply Multiple Award Schedule (MAS) -- referred to as open market items -- to a Federal Supply Schedule blanket purchase agreement (BPA) or an individual task or delivery order, **only if-**

- (1) All applicable acquisition regulations pertaining to the purchase of the items not on the Federal Supply Schedule have been followed (e.g., publicizing (Part 5), competition requirements (Part 6), acquisition of commercial items (Part 12), contracting methods (Parts 13, 14, and 15), and small business programs (Part 19));
- (2) The ordering activity contracting officer has determined the price for the items not on the Federal Supply Schedule is fair and reasonable;
- (3) The items are clearly labeled on the order as items not on the Federal Supply Schedule; and
- (4) All clauses applicable to items not on the Federal Supply Schedule are included in the order.

18. CONTRACTOR COMMITMENTS, WARRANTIES AND REPRESENTATIONS

a. For the purpose of this contract, commitments, warranties and representations include, in addition to those agreed to for the entire schedule contract:

- (1) Time of delivery/installation quotations for individual orders;
- (2) Technical representations and/or warranties of products concerning performance, total system performance and/or configuration, physical, design and/or functional characteristics and capabilities of a product/equipment/ service/software package submitted in response to requirements which result in orders under this schedule contract.
- (3) Any representations and/or warranties concerning the products made in any literature, description, drawings and/or specifications furnished by the Contractor.

b. The above is not intended to encompass items not currently covered by the GSA Schedule contract.

19. OVERSEAS ACTIVITIES

The terms and conditions of this contract shall apply to all orders for installation, maintenance and repair of equipment in areas listed in the pricelist outside the 48 contiguous states and the District of Columbia, except as indicated below:

Upon request of the Contractor, the ordering activity may provide the Contractor with logistics support, as available, in accordance with all applicable ordering activity regulations. Such ordering activity support will be provided on a reimbursable basis, and will only be provided to the Contractor's technical personnel whose services are exclusively required for the fulfillment of the terms and conditions of this contract.

20. BLANKET PURCHASE AGREEMENTS (BPAs)

The use of BPAs under any schedule contract to fill repetitive needs for supplies or services is allowable. BPAs may be established with one or more schedule contractors. The number of BPAs to be established is within the discretion of the ordering activity establishing the BPA and should be based on a strategy that is expected to maximize the effectiveness of the BPA(s). Ordering activities shall follow FAR 8.405-3 when creating and implementing BPA(s).

21. CONTRACTOR TEAM ARRANGEMENTS

Contractors participating in contractor team arrangements must abide by all terms and conditions of their respective contracts. This includes compliance with Clauses 552.238-74, Industrial Funding Fee and Sales Reporting, i.e., each contractor (team member) must report sales and remit the IFF for all products and services provided under its individual contract.

22. INSTALLATION, DEINSTALLATION, REINSTALLATION

The Davis-Bacon Act (40 U.S.C. 276a-276a-7) provides that contracts in excess of \$2,000 to which the United States or the District of Columbia is a party for construction, alteration, or repair (including painting and decorating) of public buildings or public works with the United States, shall contain a clause that no laborer or mechanic employed directly upon the site of the work shall receive less than the prevailing wage rates as determined by the Secretary of Labor. The requirements of the Davis-Bacon Act do not apply if the construction work is incidental to the furnishing of supplies, equipment, or services. For example, the requirements do not apply to simple installation or alteration of a public building or public work that is incidental to furnishing supplies or equipment under a supply contract. However, if the construction, alteration or repair is segregable and exceeds \$2,000, then the requirements of the Davis-Bacon Act applies.

The ordering activity issuing the task order against this contract will be responsible for proper administration and enforcement of the Federal labor standards covered by the Davis-Bacon Act. The proper Davis-Bacon wage determination will be issued by the ordering activity at the time a request for quotations is made for applicable construction classified installation, deinstallation, and reinstallation services under SIN 132-8.

23. SECTION 508 COMPLIANCE.

If applicable, Section 508 compliance information on the supplies and services in this contract are available in Electronic and Information Technology (EIT) at the following:

www.information-dynamics.com

The EIT standard can be found at: www.Section508.gov/.

24. PRIME CONTRACTOR ORDERING FROM FEDERAL SUPPLY SCHEDULES.

Prime Contractors (on cost reimbursement contracts) placing orders under Federal Supply Schedules, on behalf of an ordering activity, shall follow the terms of the applicable schedule and authorization and include with each order –

- (a) A copy of the authorization from the ordering activity with whom the contractor has the prime contract (unless a copy was previously furnished to the Federal Supply Schedule contractor); and
- (b) The following statement:
This order is placed under written authorization from _____ dated _____.
In the event of any inconsistency between the terms and conditions of this order and those of your Federal Supply Schedule contract, the latter will govern.

25. INSURANCE—WORK ON A GOVERNMENT INSTALLATION (JAN 1997)(FAR 52.228-5)

- (a) The Contractor shall, at its own expense, provide and maintain during the entire performance of this contract, at least the kinds and minimum amounts of insurance required in the Schedule or elsewhere in the contract.
- (b) Before commencing work under this contract, the Contractor shall notify the Contracting Officer in writing that the required insurance has been obtained. The policies evidencing required insurance shall contain an endorsement to the effect that any cancellation or any material change adversely affecting the Government's interest shall not be effective—
 - (1) For such period as the laws of the State in which this contract is to be performed prescribe; or
 - (2) Until 30 days after the insurer or the Contractor gives written notice to the Contracting Officer, whichever period is longer.
- (c) The Contractor shall insert the substance of this clause, including this paragraph (c), in subcontracts under this contract that require work on a Government installation and shall require subcontractors to provide and maintain the insurance required in the Schedule or elsewhere in the contract. The Contractor shall maintain a copy of all subcontractors' proofs of required insurance, and shall make copies available to the Contracting Officer upon request.

26. SOFTWARE INTEROPERABILITY.

Offerors are encouraged to identify within their software items any component interfaces that support open standard interoperability. An item's interface may be identified as interoperable on the basis of participation in a Government agency-sponsored program or in an

independent organization program. Interfaces may be identified by reference to an interface registered in the component registry located at <http://www.core.gov>.

27. ADVANCE PAYMENTS

A payment under this contract to provide a service or deliver an article for the United States Government may not be more than the value of the service already provided or the article already delivered. Advance or pre-payment is not authorized or allowed under this contract. (31 U.S.C. 3324)

TERMS AND CONDITIONS APPLICABLE TO PURCHASE OF TRAINING COURSES FOR GENERAL PURPOSE COMMERCIAL INFORMATION TECHNOLOGY EQUIPMENT AND SOFTWARE (SPECIAL ITEM NUMBER 132-50)

1. SCOPE

- a. The Contractor shall provide training courses normally available to commercial customers, which will permit ordering activity users to make full, efficient use of general purpose commercial IT products. Training is restricted to training courses for those products within the scope of this solicitation.
- b. The Contractor shall provide training at the Contractor's facility and/or at the ordering activity's location, as agreed to by the Contractor and the ordering activity.

2. ORDER

Written orders, EDI orders (GSA Advantage! and FACNET), credit card orders, and orders placed under blanket purchase agreements (BPAs) shall be the basis for the purchase of training courses in accordance with the terms of this contract. Orders shall include the student's name, course title, course date and time, and contracted dollar amount of the course.

3. TIME OF DELIVERY

The Contractor shall conduct training on the date (time, day, month, and year) agreed to by the Contractor and the ordering activity.

4. CANCELLATION AND RESCHEDULING

- a. The ordering activity will notify the Contractor at least seventy-two (72) hours before the scheduled training date, if a student will be unable to attend. The Contractor will then permit the ordering activity to either cancel the order or reschedule the training at no additional charge. In the event the training class is rescheduled, the ordering activity will modify its original training order to specify the time and date of the rescheduled training class.
- b. In the event the ordering activity fails to cancel or reschedule a training course within the time frame specified in paragraph a, above, the ordering activity will be liable for the contracted dollar amount of the training course. The Contractor agrees to permit the ordering

activity to reschedule a student who fails to attend a training class within ninety (90) days from the original course date, at no additional charge.

c. The ordering activity reserves the right to substitute one student for another up to the first day of class.

d. In the event the Contractor is unable to conduct training on the date agreed to by the Contractor and the ordering activity, the Contractor must notify the ordering activity at least seventy-two (72) hours before the scheduled training date.

5. FOLLOW-UP SUPPORT

The Contractor agrees to provide each student with unlimited telephone support for a period of one (1) year from the completion of the training course. During this period, the student may contact the Contractor's instructors for refresher assistance and answers to related course curriculum questions.

6. PRICE FOR TRAINING

The price that the ordering activity will be charged will be the ordering activity training price in effect at the time of order placement, or the ordering activity price in effect at the time the training course is conducted, whichever is less.

7. INVOICES AND PAYMENT

Invoices for training shall be submitted by the Contractor after ordering activity completion of the training course. Charges for training must be paid in arrears (31 U.S.C. 3324). PROMPT PAYMENT DISCOUNT, IF APPLICABLE, SHALL BE SHOWN ON THE INVOICE.

8. FORMAT AND CONTENT OF TRAINING

a. The Contractor shall provide written materials (i.e., manuals, handbooks, texts, etc.) normally provided with course offerings. Such documentation will become the property of the student upon completion of the training class.

b. ****If applicable**** For hands-on training courses, there must be a one-to-one assignment of IT equipment to students.

c. The Contractor shall provide each student with a Certificate of Training at the completion of each training course.

d. The Contractor shall provide the following information for each training course offered:

(1) The course title and a brief description of the course content, to include the course format (e.g., lecture, discussion, hands-on training);

(2) The length of the course;

(3) Mandatory and desirable prerequisites for student enrollment;

(4) The minimum and maximum number of students per class;

(5) The locations where the course is offered;

(6) Class schedules; and

(7) Price (per student, per class (if applicable)).

e. For those courses conducted at the ordering activity’s location, instructor travel charges (if applicable), including mileage and daily living expenses (e.g., per diem charges) are governed by Pub. L. 99-234 and FAR Part 31.205-46, and are reimbursable by the ordering activity on orders placed under the Multiple Award Schedule, as applicable, in effect on the date(s) the travel is performed. Contractors cannot use GSA city pair contracts. The Industrial Funding Fee does NOT apply to travel and per diem charges.

9. “NO CHARGE” TRAINING

The Contractor shall describe any training provided with equipment and/or software provided under this contract, free of charge, in the space provided below.

TERMS AND CONDITIONS APPLICABLE TO INFORMATION TECHNOLOGY (IT) PROFESSIONAL SERVICES (SPECIAL ITEM NUMBER 132-51)

1. SCOPE

a. The prices, terms and conditions stated under Special Item Number 132-51 Information Technology Professional Services apply exclusively to IT Services within the scope of this Information Technology Schedule.

b. The Contractor shall provide services at the Contractor’s facility and/or at the ordering activity location, as agreed to by the Contractor and the ordering activity.

2. PERFORMANCE INCENTIVES

a. Performance incentives may be agreed upon between the Contractor and the ordering activity on individual fixed price orders or Blanket Purchase Agreements under this contract in accordance with this clause.

b. The ordering activity must establish a maximum performance incentive price for these services and/or total solutions on individual orders or Blanket Purchase Agreements.

c. Incentives should be designed to relate results achieved by the contractor to specified targets. To the maximum extent practicable, ordering activities shall consider establishing incentives where performance is critical to the ordering activity’s mission and incentives are likely to motivate the contractor. Incentives shall be based on objectively measurable tasks.

3. ORDER

- a. Agencies may use written orders, EDI orders, blanket purchase agreements, individual purchase orders, or task orders for ordering services under this contract. Blanket Purchase Agreements shall not extend beyond the end of the contract period; all services and delivery shall be made and the contract terms and conditions shall continue in effect until the completion of the order. Orders for tasks which extend beyond the fiscal year for which funds are available shall include FAR 52.232-19 (Deviation – May 2003) Availability of Funds for the Next Fiscal Year. The purchase order shall specify the availability of funds and the period for which funds are available.
- b. All task orders are subject to the terms and conditions of the contract. In the event of conflict between a task order and the contract, the contract will take precedence.

4. PERFORMANCE OF SERVICES

- a. The Contractor shall commence performance of services on the date agreed to by the Contractor and the ordering activity.
- b. The Contractor agrees to render services only during normal working hours, unless otherwise agreed to by the Contractor and the ordering activity.
- c. The ordering activity should include the criteria for satisfactory completion for each task in the Statement of Work or Delivery Order. Services shall be completed in a good and workmanlike manner.
- d. Any Contractor travel required in the performance of IT Services must comply with the Federal Travel Regulation or Joint Travel Regulations, as applicable, in effect on the date(s) the travel is performed. Established Federal Government per diem rates will apply to all Contractor travel. Contractors cannot use GSA city pair contracts.

5. STOP-WORK ORDER (FAR 52.242-15) (AUG 1989)

- (a) The Contracting Officer may, at any time, by written order to the Contractor, require the Contractor to stop all, or any part, of the work called for by this contract for a period of 90 days after the order is delivered to the Contractor, and for any further period to which the parties may agree. The order shall be specifically identified as a stop-work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Within a period of 90 days after a stop-work is delivered to the Contractor, or within any extension of that period to which the parties shall have agreed, the Contracting Officer shall either-
- (1) Cancel the stop-work order; or
 - (2) Terminate the work covered by the order as provided in the Default, or the Termination for Convenience of the Government, clause of this contract.
- (b) If a stop-work order issued under this clause is canceled or the period of the order or any extension thereof expires, the Contractor shall resume work. The Contracting Officer

shall make an equitable adjustment in the delivery schedule or contract price, or both, and the contract shall be modified, in writing, accordingly, if-

- (1) The stop-work order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this contract; and
- (2) The Contractor asserts its right to the adjustment within 30 days after the end of the period of work stoppage; provided, that, if the Contracting Officer decides the facts justify the action, the Contracting Officer may receive and act upon the claim submitted at any time before final payment under this contract.

(c) If a stop-work order is not canceled and the work covered by the order is terminated for the convenience of the Government, the Contracting Officer shall allow reasonable costs resulting from the stop-work order in arriving at the termination settlement.

(d) If a stop-work order is not canceled and the work covered by the order is terminated for default, the Contracting Officer shall allow, by equitable adjustment or otherwise, reasonable costs resulting from the stop-work order.

6. INSPECTION OF SERVICES

The Inspection of Services–Fixed Price (AUG 1996) (Deviation – May 2003) clause at FAR 52.246-4 applies to firm-fixed price orders placed under this contract. The Inspection–Time-and-Materials and Labor-Hour (JAN 1986) (Deviation – May 2003) clause at FAR 52.246-6 applies to time-and-materials and labor-hour orders placed under this contract.

7. RESPONSIBILITIES OF THE CONTRACTOR

The Contractor shall comply with all laws, ordinances, and regulations (Federal, State, City, or otherwise) covering work of this character. If the end product of a task order is software, then FAR 52.227-14 (Deviation – May 2003) Rights in Data – General, may apply.

8. RESPONSIBILITIES OF THE ORDERING ACTIVITY

Subject to security regulations, the ordering activity shall permit Contractor access to all facilities necessary to perform the requisite IT/EC Services.

9. INDEPENDENT CONTRACTOR

All IT/EC Services performed by the Contractor under the terms of this contract shall be as an independent Contractor, and not as an agent or employee of the ordering activity.

10. ORGANIZATIONAL CONFLICTS OF INTEREST

a. Definitions.

“Contractor” means the person, firm, unincorporated association, joint venture, partnership, or corporation that is a party to this contract.

“Contractor and its affiliates” and “Contractor or its affiliates” refers to the Contractor, its chief executives, directors, officers, subsidiaries, affiliates, subcontractors at any tier, and

consultants and any joint venture involving the Contractor, any entity into or with which the Contractor subsequently merges or affiliates, or any other successor or assignee of the Contractor.

An "Organizational conflict of interest" exists when the nature of the work to be performed under a proposed ordering activity contract, without some restriction on ordering activities by the Contractor and its affiliates, may either (i) result in an unfair competitive advantage to the Contractor or its affiliates or (ii) impair the Contractor's or its affiliates' objectivity in performing contract work.

b. To avoid an organizational or financial conflict of interest and to avoid prejudicing the best interests of the ordering activity, ordering activities may place restrictions on the Contractors, its affiliates, chief executives, directors, subsidiaries and subcontractors at any tier when placing orders against schedule contracts. Such restrictions shall be consistent with FAR 9.505 and shall be designed to avoid, neutralize, or mitigate organizational conflicts of interest that might otherwise exist in situations related to individual orders placed against the schedule contract. Examples of situations, which may require restrictions, are provided at FAR 9.508.

11. INVOICES

The Contractor, upon completion of the work ordered, shall submit invoices for IT/EC services. Progress payments may be authorized by the ordering activity on individual orders if appropriate. Progress payments shall be based upon completion of defined milestones or interim products. Invoices shall be submitted monthly for recurring services performed during the preceding month.

12. PAYMENTS

For firm-fixed price orders the ordering activity shall pay the Contractor, upon submission of proper invoices or vouchers, the prices stipulated in this contract for service rendered and accepted. Progress payments shall be made only when authorized by the order. For time-and-materials orders, the Payments under Time-and-Materials and Labor-Hour Contracts at FAR 52.232-7 (DEC 2002), (Alternate II – Feb 2002) (Deviation – May 2003) applies to time-and-materials orders placed under this contract. For labor-hour orders, the Payment under Time-and-Materials and Labor-Hour Contracts at FAR 52.232-7 (DEC 2002), (Alternate II – Feb 2002) (Deviation – May 2003)) applies to labor-hour orders placed under this contract. 52.216-31(Feb 2007) Time-and-Materials/Labor-Hour Proposal Requirements—Commercial Item Acquisition As prescribed in 16.601(e)(3), insert the following provision:

(a) The Government contemplates award of a Time-and-Materials or Labor-Hour type of contract resulting from this solicitation.

(b) The offeror must specify fixed hourly rates in its offer that include wages, overhead, general and administrative expenses, and profit. The offeror must specify whether the fixed hourly rate for each labor category applies to labor performed by—

- (1) The offeror;
- (2) Subcontractors; and/or
- (3) Divisions, subsidiaries, or affiliates of the offeror under a common control.

13. RESUMES

Resumes shall be provided to the GSA Contracting Officer or the user ordering activity upon request.

14. INCIDENTAL SUPPORT COSTS

Incidental support costs are available outside the scope of this contract. The costs will be negotiated separately with the ordering activity in accordance with the guidelines set forth in the FAR.

15. APPROVAL OF SUBCONTRACTS

The ordering activity may require that the Contractor receive, from the ordering activity's Contracting Officer, written consent before placing any subcontract for furnishing any of the work called for in a task order.

16. DESCRIPTION OF IT/EC SERVICES AND PRICING

a. The Contractor shall provide a description of each type of IT Service offered under Special Item Numbers 132-51 and 132-52. IT Services should be presented in the same manner as the Contractor sells to its commercial and other ordering activity customers. If the Contractor is proposing hourly rates, a description of all corresponding commercial job titles (labor categories) for those individuals who will perform the service should be provided.

b. Pricing for all IT Services shall be in accordance with the Contractor's customary commercial practices; e.g., hourly rates, monthly rates, term rates, and/or fixed prices. SEE ABOVE

USA COMMITMENT TO PROMOTE SMALL BUSINESS PARTICIPATION PROCUREMENT PROGRAMS

PREAMBLE

CTSI dba Information Dynamics provides commercial products and services to ordering activities. We are committed to promoting participation of small, small disadvantaged and women-owned small businesses in our contracts. We pledge to provide opportunities to the small business community through reselling opportunities, mentor-protégé programs, joint ventures, teaming arrangements, and subcontracting.

COMMITMENT

To actively seek and partner with small businesses.

To identify, qualify, mentor and develop small, small disadvantaged and women-owned small businesses by purchasing from these businesses whenever practical.

To develop and promote company policy initiatives that demonstrate our support for awarding contracts and subcontracts to small business concerns.

To undertake significant efforts to determine the potential of small, small disadvantaged and women-owned small business to supply products and services to our company.

To insure procurement opportunities are designed to permit the maximum possible participation of small, small disadvantaged, and women-owned small businesses.

To attend business opportunity workshops, minority business enterprise seminars, trade fairs, procurement conferences, etc., to identify and increase small businesses with whom to partner.

To publicize in our marketing publications our interest in meeting small businesses that may be interested in subcontracting opportunities.

We signify our commitment to work in partnership with small, small disadvantaged and women-owned small businesses to promote and increase their participation in ordering activity contracts. To accelerate potential opportunities please contact Robert Stauffer, (440) 328-3120, rstauffer@information-dynamics.com Fax number: (440) 328-3210.

BEST VALUE
BLANKET PURCHASE AGREEMENT
FEDERAL SUPPLY SCHEDULE

(Insert Customer Name)

In the spirit of the Federal Acquisition Streamlining Act (ordering activity) and (Contractor) enter into a cooperative agreement to further reduce the administrative costs of acquiring commercial items from the General Services Administration (GSA) Federal Supply Schedule Contract(s) _____.

Federal Supply Schedule contract BPAs eliminate contracting and open market costs such as: search for sources; the development of technical documents, solicitations and the evaluation of offers. Teaming Arrangements are permitted with Federal Supply Schedule Contractors in accordance with Federal Acquisition Regulation (FAR) 9.6.

This BPA will further decrease costs, reduce paperwork, and save time by eliminating the need for repetitive, individual purchases from the schedule contract. The end result is to create a purchasing mechanism for the ordering activity that works better and costs less.

Signatures

Ordering Activity Date

Contractor Date

BPA NUMBER _____

(CUSTOMER NAME)
BLANKET PURCHASE AGREEMENT

Pursuant to GSA Federal Supply Schedule Contract Number(s) _____, Blanket Purchase Agreements, the Contractor agrees to the following terms of a Blanket Purchase Agreement (BPA) EXCLUSIVELY WITH (ordering activity):

(1) The following contract items can be ordered under this BPA. All orders placed against this BPA are subject to the terms and conditions of the contract, except as noted below:

MODEL NUMBER/PART NUMBER	*SPECIAL BPA
DISCOUNT/PRICE	

_____	_____
_____	_____
_____	_____

(2) Delivery:

DESTINATION	DELIVERY SCHEDULES / DATES
-------------	----------------------------

_____	_____
_____	_____
_____	_____

(3) The ordering activity estimates, but does not guarantee, that the volume of purchases through this agreement will be _____.

(4) This BPA does not obligate any funds.

(5) This BPA expires on _____ or at the end of the contract period, whichever is earlier.

(6) The following office(s) is hereby authorized to place orders under this BPA:

OFFICE	POINT OF CONTACT
--------	------------------

_____	_____
_____	_____
_____	_____

(7) Orders will be placed against this BPA via Electronic Data Interchange (EDI), FAX, or paper.

(8) Unless otherwise agreed to, all deliveries under this BPA must be accompanied by delivery tickets or sales slips that must contain the following information as a minimum:

- (a) Name of Contractor;
- (b) Contract Number;
- (c) BPA Number;

- (d) Model Number or National Stock Number (NSN);
- (e) Purchase Order Number;
- (f) Date of Purchase;
- (g) Quantity, Unit Price, and Extension of Each Item (unit prices and extensions need not be shown when incompatible with the use of automated systems; provided, that the invoice is itemized to show the information); and
- (h) Date of Shipment.

(9) The requirements of a proper invoice are specified in the Federal Supply Schedule contract. Invoices will be submitted to the address specified within the purchase order transmission issued against this BPA.

(10) The terms and conditions included in this BPA apply to all purchases made pursuant to it. In the event of an inconsistency between the provisions of this BPA and the Contractor's invoice, the provisions of this BPA will take precedence.

**BASIC GUIDELINES FOR USING
"CONTRACTOR TEAM ARRANGEMENTS"**

Federal Supply Schedule Contractors may use "Contractor Team Arrangements" (see FAR 9.6) to provide solutions when responding to a ordering activity requirements.

These Team Arrangements can be included under a Blanket Purchase Agreement (BPA). BPAs are permitted under all Federal Supply Schedule contracts.

Orders under a Team Arrangement are subject to terms and conditions or the Federal Supply Schedule Contract.

Participation in a Team Arrangement is limited to Federal Supply Schedule Contractors.

Customers should refer to FAR 9.6 for specific details on Team Arrangements.

Here is a general outline on how it works:

- The customer identifies their requirements.
- Federal Supply Schedule Contractors may individually meet the customers needs, or -
- Federal Supply Schedule Contractors may individually submit a Schedules "Team Solution" to meet the customer's requirement.
- Customers make a best value selection.